

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE SERVICES RELATING TO THE
POTENTIAL CREATION OF A CONSOLIDATED CRIMINAL JUSTICE FACILITY
FOR MARION COUNTY**

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of December 2013, between the City of Indianapolis, through the office of the Honorable Mayor Gregory A. Ballard (the “City”), the Marion County Sheriff, John Layton, Marion County Prosecutor, Terry Curry, Indianapolis-Marion County City-County Council President, Maggie Lewis, Indianapolis-Marion County City-County Council member, Michael McQuillen, Superior Court Judges David Certo, James Osborn, and Marc Rothenberg, Circuit Court Judge Louis Rosenberg, and Marion County Public Defender, Robert Hill (collectively, the “Parties”).

WHEREAS, due to the current location and condition of the criminal detention centers, criminal courts and other facilities that house the entities responsible for carrying out the criminal justice functions of Marion County government (the “**Current Facilities**”), the Parties face numerous challenges to their common goals of public safety and safely and efficiently effectuating justice for the citizens of Marion County. Such challenges include but are not limited to:

- Aging, insufficient and outdated detention center facilities with rapidly increasing maintenance costs;
- Insufficient jail space and resources, especially for female and juvenile arrestees and inmates;
- Substantial burden on staffing resources needed to ensure safety of the public, law enforcement officers, judges, and arrestees and inmates due to current open building configuration;
- Limited and insufficient medical facilities for arrestees and inmates, resulting in increased healthcare costs;
- Increased costs due to defending and resolving litigation arising from claims originating from allegedly inadequate medical care or supervision due to outdated facilities;
- Increased challenges and costs associated with arrestee and inmate transportation issues;
- Current courtroom and court administrative facilities are at maximum capacity with no ability to expand or improve on current footprint; and
- Material inconvenience of higher level security screenings for citizens wishing to conduct non-criminal justice related business at the City County Building.

WHEREAS, the City has commenced a preliminary investigation into the feasibility of the potential design, financing, construction and operation of a new consolidated criminal justice facility to replace and relocate the Current Facilities (the “**Justice Facility Improvement Project**”) to one campus for the purpose of maximizing government efficiency and improving essential services to the citizens of Marion County;

Justice Facility Improvement Project through the: (i) identification and hiring of expert consultants in such areas as financial, legal, technical, and communications (which consultant fees may, and typically do, amount to approximately two percent (2%) of final construction costs); and (ii) the design and implementation of a competitive qualification and proposal process for the identification of qualified proposers and the ultimate selection of a preferred proposer.

WHEREAS, the Parties recognize that the engagement of, payment of fees to, and reliance upon expert consultants is a necessary and prudent step even if it is later ultimately determined, for any reason, that the Justice Facility Improvement Project is not to be designed, financed, or constructed;

WHEREAS, the Parties wish to recognize a common interest in the exploration and joint pursuit of the Justice Facility Improvement Project and to formalize a framework for cooperating with each other.

The Parties hereby agree as follows:

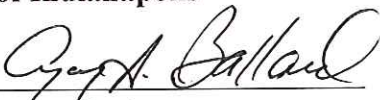
- 1) The Parties will cooperate in good faith for the primary purpose of exploring, with the intent of effectuating, the Justice Facility Improvement Project which cooperation shall include but not necessarily be limited to: (i) the exchange of information, records, documents, reports, and other materials that are within each Party's control and that the Parties deems relevant and material; (ii) the participation of relevant staff members and subject matter specialist(s) upon reasonable request by the Parties; and (iii) engaging in regular communication with the other Parties (collectively, the **"Cooperative Services"**). In accordance with the Parties' mutual interest in the exploration and anticipated pursuit of the Justice Facility Improvement Project, the City shall afford the other Parties access to information and input into the analysis and implementation processes associated with the Justice Facility Improvement Project.
- 2) The records of the Parties, including their respective offices or governing bodies, shall be used by the receiving Parties for the sole purpose of analyzing, exploring and effectuating the Justice Facility Improvement Project. Subject to any Common Interest Cooperation Agreement which may be entered into between the Parties and others connected to the Justice Facility Improvement Project subsequent hereto, to the extent required or permitted by applicable state law or local ordinance, the receiving Party shall honor any and all confidentiality obligations of the disclosing Party.
- 3) This MOU shall become effective upon execution by all Parties and shall terminate on December 31, 2014, unless earlier terminated by written agreement of all Parties. Any renewal or extension of this MOU shall be made in writing and executed by all Parties choosing to participate in the renewal or extension.
- 4) The terms and conditions of this MOU may be amended at any time by written agreement of all the Parties.

5) The Parties will comply with The Indiana Anti-Secrecy and the Indiana Open Door Acts In. Code 5-14-1.5-1 et seq.

6) This MOU does not create or impart any rights for or upon any third party.


The Parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms hereof.

City of Indianapolis

By: 
Gregory Ballard
Mayor of Indianapolis


Date: 18 DEC 13

Office of the Marion County Sheriff

By: 
John Layton
Marion County Sheriff

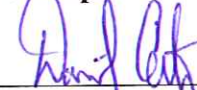
Date: _____

Office of the City-County Council President

By: 
Maggie Lewis
City-County Council President

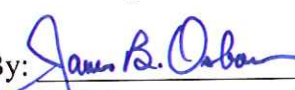
Date: 12/4/13

Marion Superior Court

By: 
David Certo
Marion Superior Court Judge

Date: 12/6/13

Marion Superior Court

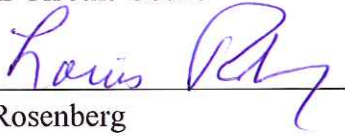
By: 
James Osborn
Marion Superior Court Judge

Date: DECEMBER 6, 2013

Marion Superior Court


Marion Superior Court

Marion Circuit Court

By: 
Louis Rosenberg
Marion Circuit Court Judge

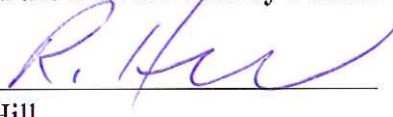
Date: _____

Marion Superior Court

By: 
Marc Rothenberg
Marion Superior Court Judge

Date: 12/10/13

Office of the Marion County Public Defender

By: 
Robert Hill
Marion County Public Defender
Date: 12-10-13